

Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974

Creditor	Name: Phoenix Renewables Limited trading as Egg Address: 120 King's Road, London, SW3 4TR, UK
The Customer	Name(s): [Name] Address(es): [Address]
Agreement Number:	#####
Duration	[] months from the date upon which the first instalment is payable.
Amount of Credit:	£[]
How and when credit will be provided	We will provide the credit to you by applying the Amount of Credit shown above as full payment for the Equipment specified below when the Agreement has been signed by both you and us. The credit will not be paid to you.
Description of Goods and Services	The Equipment Make: [] Model: [] and installation services (please see your Quotation and section 6 of the Equipment Terms for more information in relation to the installation services).
Cash Price	Cash Price: £[] Total cash price: £[]
Repayments	The Total Amount Payable (set out below) is payable by [] monthly payments of £[]. The first payment is payable on the first of your chosen monthly payment dates to occur after the Equipment has been installed by us. Your remaining [] payments will be payable on the same date of each consecutive month after your first payment. We will send you an email confirming your payment dates after you have signed this Agreement.
Total amount payable	£[deposit plus total amount of credit] Made up of: Total Amount of Credit: £[amount of credit].
Rate of Interest	0% per annum (fixed)
Annual Percentage Rate of Charge (APR)	0% APR
Interest and charges for late payment	No interest or other fees will be charged for late payment.
Consequences of missing payments	If you do not make your repayments when they are due, there may be serious consequences for you. Your credit rating may be affected which will make it more difficult to obtain credit in the future. We may pass your case to our debt collection agents to recover any outstanding amounts owed by you to us. We may also commence legal action against you to recover what you owe us. If you are a homeowner then in the most serious instances this could lead to us obtaining a charging order (or, in Scotland,

	an inhibition) over your home to secure any judgment we obtain against you, which, in rare cases, could lead to your house being repossessed.
Right of withdrawal	<p>This section explains your right of withdrawal, which is your right to withdraw from this loan agreement only. If you wish to cancel your purchase of the Equipment, please see section 4 in the Terms and Conditions.</p> <p>You have the right to withdraw from this Agreement, without giving any reason, within 14 calendar days beginning with the day after the day on which the Agreement is made. You can exercise this right by serving a notice of withdrawal to us at the address stated at the beginning of the Agreement, by telephoning us on 0113 815 5366 or by raising a support ticket at https://crackingenergy.com/contact-us. Please provide your name, home address, details of the order, and where available your phone number and email address.</p> <p>If you withdraw from the Agreement, you must repay to us the Amount of Credit, without delay and within 30 calendar days beginning the day after you give us notice of your withdrawal. We will provide you details of how to repay this amount to us when you tell us you are withdrawing from the Agreement.</p>
Early repayment	You have the right to repay early in full or in part at any time. If you wish to pay any amount early you must give notice to us at the address stated at the beginning of this Agreement, telephone us on 0113 815 5366, or by raising a support ticket at https://crackingenergy.com/contact-us . Please provide your name, home address, details of the order, and where available your phone number and email address.
Ombudsman Scheme	If you have a complaint you will find a copy of our complaints policy on our website at https://crackingenergy.com/legal or you can request a copy by raising a support ticket at https://crackingenergy.com/contact-us if you are unable to resolve the complaint with us, you have the right to complain to the Financial Ombudsman Service, which can be contacted by telephone on 0800 023 4567 or by writing to them at The Financial Ombudsman Service, Exchange Tower, London, E14 9SR or by emailing them at complaint.info@financialombudsman.org.uk .
The Supervisory Authority	The Financial Conduct Authority of 12 Endeavour Square, London E20 1JN.
Privacy Notice	For full details of how we collect, use, store and share your personal data please take a look at our privacy policy that's stored here: https://crackingenergy.com/legal .

Terms and Conditions of the Fixed Sum Loan Agreement

Definitions used in these Terms and Conditions are set out in the Agreement Schedule or in bold below.

1. Basis of the Agreement

- 1.1 Phoenix Renewables Limited trading as Egg (**we**) will provide the credit to you by applying the Amount of Credit as full payment for the Equipment and installation services when this Agreement has been signed by both you and us. The credit will not be paid to you.
- 1.2 In addition to this Agreement, the **Equipment Terms** will also apply to you. These terms relate to the purchase and installation of the Equipment. Our full terms relating to the purchase of the Equipment will be provided to you before submitting your order, at which point you will need to tick the box to confirm you agree to the Equipment Terms.
- 1.3 You may sign this Agreement before we have accepted your order for the purchase of the Equipment under the Equipment Terms. We will inform you in writing if we are unable to accept your order for the purchase of the Equipment. If we are unable to accept your order, you will not be bound by the terms of this Agreement and we will not take any loan repayments from you.

2. What you are required to pay

2.1.

- 2.2. You are required to pay the amounts shown in the “Repayments” section of the Agreement Schedule on the repayment dates by Direct Debit. We will send you an email confirming your repayment dates after you have signed this Agreement.
- 2.3. If you are having any difficulty making the repayments, you should contact us. If you breach this Agreement by not making your repayments in full and on time and you fail to remedy that breach following a request from us, we may send you a default notice. If you still have not made the repayment(s) by the date specified in the default notice, we may terminate the Agreement and may pass the case to our debt collection agents.
- 2.4. There will be no additional charges applied to any late or missed payments but late or missed payments may lead to the Agreement being terminated as set out in clause 6.
- You must make payments under this Agreement when due even if you move house during the term of this Agreement.

3. Early Repayment

- 3.1. You have the right to repay early, in full or in part, at any time.
- 3.2. If you decide to make an early repayment in part, this will usually have the effect of reducing the amount of the remaining monthly repayments but keeping the remaining term of the Agreement the same, but if you ask us, we may at our discretion reduce the amount of the remaining term but keep the monthly repayments the same. Either way, we will provide you with details of the new repayment schedule.

4. Your legal right to change your mind about the purchase of the Equipment

- 4.1. In addition to your legal right to withdraw from this Agreement (as set out above in the section called “Right of Withdrawal”), you also have the right to cancel your purchase of the Equipment within 14 calendar days beginning with the day after the day we deliver the Equipment to you (the **Cancellation Period**).
- 4.2. In order to cancel, please let us know by doing one of the following:
- 4.2.1. **Email:** Raise a support ticket at <https://crackingenergy.com/contact-us>. Please provide your name, home address, details of the order, and where available your phone number and email address.
- 4.2.2. **By phone:** Call customer services on 0113 815 5366.
- 4.2.3. **By post:** Print off the Cancellation Form found at <https://crackingenergy.com/legal> and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it, and your name and address.
- 4.3. If you cancel the purchase of the Equipment, you must allow us to remove and collect the Equipment from you.
- 4.4. If you cancel the purchase of the Equipment within the Cancellation Period this Agreement will also end.

5. What you will have to pay if you exercise your right to change your mind after we have started installing the Equipment.

- 5.1. You will have to pay for the installation services we have provided to you. You must pay us for the costs we have incurred in providing the installation services up until the time you tell us that you have changed your mind.
- 5.2. You will have to pay for the uninstallation of the Equipment. You must pay us for the costs incurred in uninstalling the Equipment;
- 5.3. You will have to pay for the reduction in value of the Equipment if we have installed it. You must pay us for the cost of the Equipment to reflect the reduction in the value of the Equipment once it has been uninstalled (in that the Equipment can no longer be sold as new).
- 5.4. In order for us to recover the amounts set out above in clauses 5.1 to 5.3, we will send you an invoice for up to 70% of the Total Amount Payable minus any loan repayments that you have already made to us.

For example, if the Total Amount Payable under your Agreement is £12,000, this would mean we may charge you up to £8,400 if you cancel. The exact amount we will claim from you will depend on various factors that we will consider when you tell us that you would like to cancel, such as (i) installation and uninstallation costs; (ii) the estimated reduction in value of the Equipment; and (iii) the applicable shipping, packing and storage costs. For example, if you cancel after the scaffolding has been taken down, we will have to erect new scaffolding to remove the Equipment. This will increase our costs and the amount we claim from you.

- 5.5. If you're considering exercising your cancellation right and the Equipment has already been installed, please contact us and we will provide you with the amount we will charge you should you proceed to cancel.

6. Our right to end the Agreement

- 6.1. We may end the Agreement after serving you with a notice, if:
- 6.1.1. You don't make any repayment due to us in full on its due date;
- 6.1.2. You don't comply with any other terms of the Agreement not involving repayments;
- 6.1.3. You present or another person presents a bankruptcy petition against you;
- 6.1.4. you enter or you take steps to enter into any arrangement with your creditors (whether voluntary or otherwise), or,

- 6.1.5. if you are in Scotland, you become insolvent, or you allow your estate to be sequestrated, or you grant a trust deed for your creditor; or
- 6.1.6. You die.
- 6.2. If we become aware that any information supplied by you when entering into this Agreement was false in any material respect, you shall be assumed to have formally rejected this Agreement and we may, after sending you a default notice, end the Agreement.

7. Consequences of this Agreement ending

If we end the Agreement under clause 6, you (or the trustees of your estate) must pay us the outstanding balance of the Total Amount Payable shown in the Agreement Schedule plus any other sums which may have become due by you to us under this Agreement.

8. Privacy

Our Privacy Policy sets out how we use your information and explains your rights to your information. A copy of the Privacy Policy can be found at <https://crackingenergy.com/legal>.

9. General

- 9.1. You must notify us within 7 calendar days if you change your address or telephone number. If you fail to do so and we are at any time required to trace your whereabouts, you will be charged for our reasonable fees in locating you.
- 9.2. From time to time, we may need to contact you to discuss this Agreement, you agree that we may contact you by telephone if we need to do so using the number you have provided to us.
- 9.3. If we decide not to enforce any of these terms or our rights under this Agreement when we're entitled to, we do not waive our right to take that action (even in similar circumstances).
- 9.4. We may transfer our rights and obligations under this Agreement without your permission provided that this does not adversely affect your rights, but we will notify you if we take this step. You may not transfer any of your rights or obligations under this Agreement without our prior written consent, which we shall not refuse without good reason.
- 9.5. If a court finds any part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful the remaining paragraphs will remain in full force and effect.
- 9.6. Any communication, notice or demand to be given to you shall be effective if given to you personally, or uploaded to your Egg account, or sent to you by ordinary prepaid post or, where it is lawful to do so, by electronic means (and you consent to receiving communications, notices or demands from us by electronic means), in each case to your last known address.
- 9.7. Any such notice or demand sent by post shall be conclusively deemed to have been received by you within 48-hours after the time of posting.
- 9.8. Where more than one person signed this Agreement as the customer, you shall be jointly and severally liable for the obligations and liabilities of the customer under this Agreement. This means that each of you is liable, individually and together, for all sums due under the Agreement.
- 9.9. This Agreement is governed by the laws of England and Wales and the courts of England and Wales and you can bring legal proceedings in respect of the services in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the services in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the services in either the Northern Irish or the English courts. As a consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident.

This is a Fixed Sum Loan Agreement regulated by the Consumer Credit Act 1974.
Sign it only if you want to be legally bound by its terms.

Signature(s) of Customer and date of signing:

(and the date of this Agreement)

Signed for Phoenix Renewables Limited trading as Egg:

Date: